



## MEMORANDUM

Agenda Item No. 7(F)(1)(B)

**TO:** Honorable Chairperson Barbara Carey-Shuler, Ed.D.  
and Members, Board of County Commissioners

**DATE:** April 13, 2004

**FROM:** George M.   
County Manager

**SUBJECT:** Authority to Transfer  
Land For Infill Housing  
Initiative to Various Not-  
for-Profit Organizations

### RECOMMENDATION

It is recommended that the Board approve the attached resolution authorizing the conveyance of four parcels of land to Miami Beach Community Foundation, Inc., one parcel of land to Goulds Community Development Corporation, Inc., one parcel of land to West Perrine Community Development Corporation, Inc., four parcels of land to BAME Community Development Corporation, Inc., five parcels of land to Universal Truth Community Development Corporation, Inc., and four parcels of land to Community Reinvestment Agency, Inc., at a price of ten dollars (\$10.00) from each organization. The lots, more specifically identified (Exhibit "A") in the attached County deeds (Exhibit "B"), are to be utilized by these not-for-profit corporations for infill housing development, and will be conveyed in accordance with Section 125.38, Florida Statutes. Land deeded by the Board through Miami-Dade Housing Agency's (MDHA) Infill Housing Initiative cannot be transferred to another entity/for profit developer without the permission of Miami-Dade County through MDHA. It is further recommended that the Board waive any liens to the conveyed properties, as permitted by Chapter 17, Article VII of the County Code.

### BACKGROUND

On May 2, 2000, the Board approved Resolution No. R-432-00, which authorized the County Manager to establish and implement certain actions and processes necessary to more efficiently administer Miami-Dade County's Infill Housing Initiative. One of these actions included the authorization to continue to transfer ownership of County-owned lots to not-for-profit development corporations that are ready, willing, and able to develop housing units, as prescribed under the Miami-Dade County Infill Housing Initiative. In addition, the Board approved Chapter 17, Article VII of the County Code, sponsored by Commissioner Dr. Barbara M. Carey-Shuler, which created a specific methodology for handling infill housing, including identification of property and adjacent property, acquisition of property, transfer and sale of property, reversion of title to the County in the event of non-performance, forgiveness of liens, and construction and rehabilitation loan provisions. To further promote its advocacy of affordable housing development, the Board passed Resolution R-754-03, sponsored by Commissioner Rebeca Sosa, on July 8, 2003. This Resolution directed the County Manager to transfer undesignated real property to MDHA for consideration for affordable housing development prior to circulation as surplus. The identified County parcels will be conveyed to the qualified community development corporations described below. A list of the principals of each organization is attached for your reference (See Exhibit "C").

The County acquired all of the affected properties that are the subject of these conveyances for infill housing via tax deed. Pursuant to Section 107.502(8) of the Florida Statutes, all tax certificates and liens, which predate issuance of the tax deed to the County, are cancelled and have no further legal force or effect. Those liens that have been placed on the properties subsequent to the issuance of the Tax Deed to Miami-Dade County require Board authorization to release. A list of the valid liens identified to-date, as well as, a sample of the Satisfaction of Lien(s) (Exhibit "D") of Miami-Dade County that must be recorded in the public records for each lien, can be found in Exhibit "E".

Miami Beach Community Foundation (MBCF), Inc. is a 501 (c) (3) corporation established on April 28, 2000, to engage in community development activities in Miami-Dade County. MBCF has entered into a joint-venture agreement with Infill Development Group (IDG), Inc. to develop lots being conveyed to MBCF through this resolution that are adjacent to properties currently owned by IDG. The lots being conveyed to MBCF are not buildable by themselves but if combined with those owned by IDG they can be developed. IDG has been in the housing industry for over ten (10) years, providing professional expertise in the areas of homeownership, renovation, management, real estate, underwriting, and mortgage lending. IDG's management team has extensive knowledge and experience in building construction, design, and real estate marketing. IDG has build over 50 homes and remodeled approximately 40 homes in South Florida. Presently, IDG is developing LeMar subdivision, a 32-home development in Miami, all units of which have been sold. IDG has worked with numerous homeless providers, not-for-profit organizations, CDC's and for-profit affordable housing developers to develop single and multi-family homes. To date, MBCF has received two parcels of land for infill development through Resolution R-50-04.

Goulds Community Development Corporation (Goulds), Inc. is a 501 (c) (3) corporation established on April 1993, to improve employment and economic development, affordable housing, revitalize commercial building, and enhance community pride in the Goulds urban neighborhoods. Goulds CDC offers counseling and education in credit repair and money management, and homeownership opportunities to first-time homebuyers. Goulds CDC is presently developing Colonial Village, a 13-unit single-family affordable housing complex for qualified low-income residents. Goulds CDC has successfully established relationships with financial institutions to secure funding for predevelopment and hard construction costs for commercial and housing development. Goulds CDC will issue a Request for Proposal (RFP) to select qualified general contractors to develop lots being conveyed through this initiative. Goulds CDC is a local non-profit Community Housing Development Organization (CHDO). To date, Goulds has recently received four parcels of land for infill development through Resolution R-50-04.



West Perrine Community Development Corporation (WPCDC), Inc. is a 501 (c) (3) corporation established on August 19, 1985, to improve the economic environment and overall quality of life in West Perrine through commercial revitalization, capital improvements and housing development. Since its inception in 1985, WPCDC has undertaken numerous economic development initiatives in an effort to strengthen employment and economic development, which includes the West Perrine Enterprise Center, the Lee Arthur Lawrence Commercial Center Phase I and Phase II, the Housing Opportunity Center, the Walker Avenue Industrial Service Incubator and the Hibiscus Retail Center. WPCDC has sought to address the overwhelming demand for affordable housing in West Perrine by building 170 single-family units of affordable housing for low- and moderate-income persons, and has 200 units in different projects at various stages of development. WPCDC is also presently involved in major commercial developments such as a Food Distribution Center, a Donut Factory, expansion of the South Florida Blood Bank, a Comprehensive Medical and Health Center, and the Miami-Dade College's West Perrine Entrepreneurial Education Center. WPCDC and the Heritage Corporation have built 162 units of multi-family housing for low-income families on Campbell Drive in Homestead. WPCDC has successfully sought and received over \$15 million in grants and from various public/private financial sources. WPCDC is committed to developing the lots once combined through the Infill Housing Initiative. To date, WPCDC has received one parcel of land for infill development through Resolution R-50-04.

BAME Community Development Corporation of South Florida, Inc. is a 501 (c) (3) organization established on February 17, 1993, to promote the development of adequate low cost housing and to meet the needs of the poor, elderly, and low-income residents. BAME's principal management team has over 20 years of experience in residential real estate development and production of both single- and multi-family housing in South Florida and Arizona. BAME currently supervises the design and development of affordable housing, public projects, community centers and parks for the Community Design Center, a not-for-profit organization. Additionally, BAME has experience with both tax-exempt bond financing and Federal Low-Income Housing Tax Credit program. BAME presently has under construction the New Hope Overtown development, a 40-unit single-family housing development in the Overtown Targeted Urban Area. The New Hope Overtown development is funded with a bank construction loan convertible to permanent home mortgages, supplemented by the City of Miami and Miami-Dade County's HOME and Surtax funds. To date, BAME has completed two significant housing developments in the Overtown Targeted Urban Area: Miami River Park and Bethel Arms. BAME is a local non-profit Community Housing Development Organization (CHDO). BAME is committed to infill development.

Universal Truth Community Development Corporation (UTCDC), Inc. is a 501 (c) (3) organization established on March 31, 1994, to assist and participate in the revitalization of communities that are not functioning at their full potential. UTCDC provides quality affordable housing to low- and moderate-income individuals, economic development to attract businesses to target areas, and social services to empower individuals to take full responsibility for the development of their communities.

UTCDC has renovated two townhouses and entered into a joint venture with Opa-Locka Community Development Corporation to develop 21 additional townhouses for qualified low- and moderate-income residents. UTCDC entered into a joint venture agreement with Dozier & Dozier Construction, Inc. for the purpose of developing homes through the Infill Housing Initiative. Dozier & Dozier Construction, Inc. is a licensed certified general contractor specializing in land development, construction of new single-family homes, multi-family apartment units, rehabilitation and renovation of residential, commercial, and special purpose properties, such as churches, day care centers, shopping centers, and airport support structures. UTCDC is committed to infill development.

Community Reinvestment Agency (CRA), Inc. is a 501 (c) (3) organization established on November 3, 1997 to foster, promote and advance affordable housing opportunities to the general public by purchasing, developing, and constructing affordable homes for sale or rent in South Florida. CRA was one of the original developers of the Caribbean Villas, a 16-unit affordable housing development for low- and moderate-income persons in Cutler Ridge. CRA has developed two single-family homes, and is currently in permitting for the development of two additional homes for qualified low- and moderate-income residents. CRA has recently received construction financing from Colonial Bank to construct 11 homes in Goulds, and is a co-developer with Salma Lake Development, Inc. to construct 59 homes at Salma Lake Phase II, which currently has 21 homes at various stages of construction. CRA has entered into a partnership with Siltek Group, Inc. to develop infill lots for low-income families. Siltek Group, Inc. was established in 1998 as a general contracting firm specializing in commercial, residential, and low-rise construction. Siltek Group, Inc. has worked in partnership with major developer/engineering groups to develop over 1500 affordable single/multi family units in various cities, including Miami, Homestead, and Florida City. CRA is committed to infill development.

The conveyance of these properties will continue the successful implementation of the Infill Housing Initiative. The parcels in this conveyance were reviewed and determined suitable for infill development by the Infill Housing Advisory Committee (IHAC).

  
Assistant County Manager

**Conveyance # /**  
**As of February 10, 2004**

Organization	Folio Number	Address	Zoning	Dist	Dim	Sq Ft
Miami Beach Community Foundation, Inc.	30-3115-005-3740	Adj E of 1864 NW 63 St	RU-2	2	40X90	3,600
Miami Beach Community Foundation, Inc.	30-3115-005-5730	1821 NW 68 St	RU-2	2	40x90	3,600
Miami Beach Community Foundation, Inc.	30-3115-005-5940	Adj W of 1820 NW 69 St	RU-2	2	40x90	3,600
Miami Beach Community Foundation, Inc.	30-3115-005-6750	1895 NW 69 Terr	RU-2	2	92.40X91	8,408

Goulds CDC	30-6018-003-1190	Adj W of 10960 SW 219 St	RU-1	9	75x125	9,375
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West Perrine, CDC	30-5032-004-0980	10020 Hibiscus St	RU-2	9	95X100	9,500
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BAME Development Corp. of South FL., Inc.	30-3121-033-0750	4250 NW 31 Ave	RU-2	3	40X110	4,400
BAME Development Corp. of South FL., Inc.	30-3121-033-0770	4210 NW 31 Ave	RU-2	3	40X110	4,400
BAME Development Corp. of South FL., Inc.	30-3122-010-0182	Adj 2 lots W of 2136 NW 43 St	RU-2	3	50 X 111	5,550
BAME Development Corp. of South FL., Inc.	30-3122-014-2232	Adj E of 1961 NW 47 Terrace	RU-2	3	44 X 109	4,796

Universal Truth CDC, Inc.	30-3121-027-0120	3315 NW 43 Ter	RU-1	3	60 X 132	7,920
Universal Truth CDC, Inc.	30-3121-028-0610	3051 NW 44 St	RU-2	3	45X87	3,915
Universal Truth CDC, Inc.	30-3121-028-0890	3053 NW 43 Terrace	RU-4A	3		5,220
Universal Truth CDC, Inc.	30-3121-033-0210	4501 NW 32 Ave	RU-2	3		5,940
Universal Truth CDC, Inc.	30-3121-033-0230	3192 NW 45 St	RU-2	3	40 X 100	4,000

Community Reinvestment Agency, Inc.	30-6912-004-0460	Adj N of 21415 SW 120 Ave	RU-2	9	47.90x130	6,240
Community Reinvestment Agency, Inc.	30-6912-004-0490	Adj S of 21435 SW 120 Ave	RU-2	9	47.90x130	6,240
Community Reinvestment Agency, Inc.	30-6912-004-0500	Adj 2 lots S of 21435 SW 120 Ave	RU-2	9	47.90x130	6,240
Community Reinvestment Agency, Inc.	30-6912-004-1070	Adj E of 11960 SW 217 St	RU-2	9	50X147	7,350

**Infill Housing Initiative**  
**Not-For-Profit Organizations, Principals, Board of Directors & Joint Venture Partners**

Not-For-Profit Organizations	Board of Directors	Joint Venture Partners
<b>Miami Beach Community Foundation, Inc.</b> <b>Principals:</b> Rolando Tapanes, President Tom Jelke, Vice President Yvette Aleman, Secretary	Rolando Tapanes, President Tom Jelke, Vice President Yvette Aleman, Secretary	<b>Infill Development Group, Inc.</b> <b>Principals:</b> Reynaldo Diaz, President
<b>Gould Community Development Corporation</b> <b>Principals:</b> Robin Oxford, Executive Director Joanne Wilson, Vice President Theresa Campbell, Secretary George Johnson, Treasurer	JL Demps, Jr., President Carlye Webb, Vice-President Lewis Canty, Secretary Dr. Wilson Bell, Board Member Holly Cooper, Board Member Col. Roland Ellis, Board Member Minister Johnny Futch, Board Member Minister Errol Leandrea, Board Member Reverend Ernest Morrow, Board member Lizzirene Pope, Board Member Jimmy Robinson, Board Member	
<b>West Perrine Community Development Corporation</b> <b>Principals:</b> Ed Hanna, President & Chief Executive Officer	Robert L. Spencer, Chairman Linda Webb, Secretary Melvin Dennis, Treasurer Sarah Lawrence, Director Henry Lawrence, Director	
<b>BAME Community Development Corporation, Inc.</b> <b>Principals:</b> William G. Mauzy, President/CEO	Reverend Dwayne K. Gaddis, Chairman Dr. George Koonce, Vice Chairman Alfreda Brown, Corporate Secretary Andrea Young, Corporate Treasurer Darrin P. Gayles, Board Member Dr. Dean Goldsby, Sr., Board Member Sylvester Shaw, Board Member Viola Bowers, Board Members Yolanda Nixon, Board Member Naomi Troutman, Board Member	
<b>Universal Truth Community Development Corporation</b> <b>Principals</b> Rose Mincey, Interim Executive Director	Reverend Dr. Mary A. Tumpkin, President John Fleming, Vice President Bernice M. Kerson, Secretary Chester Bishop, Treasurer Johnnie Adams, Board Member Billy Hester, Board Member Harold Hicks, Board Member Eugene Simmons, Board Member Monica Kennerly, Board Member	<b>Dozier &amp; Dozier Construction, Inc.</b> <b>Principals:</b> William L. Dozier, President/CEO Sylvia Dozier, Vice President of Administration
<b>Community Reinvestment Agency, Inc.</b> <b>Principals:</b> Jose E. Miranda, Vice President/Secretary		<b>Siltek Group, Inc.</b> <b>Principals:</b> Rene Sierra, President/Treasurer Anna Sierra, Vice President/Secretary

**Exhibit "D"**

[illegible]



# MEMORANDUM

(Revised)

**TO:** Hon. Chairperson Barbara Carey-Shuler, Ed.D.  
and Members, Board of County Commissioners

**DATE:** April 13, 2004

**FROM:** Robert A. Ginsburg  
County Attorney

**SUBJECT:** Agenda Item No. 7(F)(1)(B)

Please note any items checked.

- ☐ "4-Day Rule" ("3-Day Rule" for committees) applicable if raised
- ☐ 6 weeks required between first reading and public hearing
- ☐ 4 weeks notification to municipal officials required prior to public hearing
- ☐ Decreases revenues or increases expenditures without balancing budget
- ☐ Budget required
- ☐ Statement of fiscal impact required
- ☐ Bid waiver requiring County Manager's written recommendation
- ☐ Ordinance creating a new board requires detailed County Manager's report for public hearing
- ☐ Housekeeping item (no policy decision required)
- ☐ No committee review



Approved \_\_\_\_\_ Mayor

Veto \_\_\_\_\_

Override \_\_\_\_\_

Agenda Item No. 7(F)(1)(B)

4-13-04

RESOLUTION NO. \_\_\_\_\_

RESOLUTION AUTHORIZING THE CONVEYANCE OF FOUR PARCELS OF LAND TO MIAMI BEACH COMMUNITY FOUNDATION, INC., ONE PARCEL OF LAND TO GOULDS COMMUNITY DEVELOPMENT CORPORATION, INC., ONE PARCEL OF LAND TO WEST PERRINE COMMUNITY DEVELOPMENT CORPORATION, INC., FOUR PARCELS OF LAND TO BAME COMMUNITY DEVELOPMENT CORPORATION, INC., FIVE PARCELS OF LAND TO UNIVERSAL TRUTH COMMUNITY DEVELOPMENT CORPORATION, INC., AND FOUR PARCELS OF LAND TO COMMUNITY REINVESTMENT AGENCY, INC., FOR INFILL DEVELOPMENT AT A PRICE OF TEN DOLLARS (\$10.00) TO EACH ORGANIZATION, IN ACCORDANCE WITH SECTION 125.38, FLORIDA STATUTES; AND WAIVING ANY LIENS TO THE CONVEYED PROPERTIES PURSUANT TO CHAPTER 17, ARTICLE VII OF THE COUNTY CODE; AUTHORIZING THE COUNTY MANAGER TO TAKE ALL ACTIONS NECESSARY TO ACCOMPLISH SAME; AND AUTHORIZING EXECUTION OF COUNTY DEEDS FOR SUCH PURPOSE

**WHEREAS**, this Board desires to accomplish the purposes outlined in the accompanying memorandum, for the properties described in the accompanying County Deeds, copies of which are incorporated herein by reference,

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA**, that this Board, pursuant to section 125.38 Florida Statutes, hereby authorize the conveyance of four parcels of land to Miami Beach Community Development Corporation, Inc., one parcel of land to Goulds Community Development Corporation, Inc., one parcel of land to West Perrine Community

Development Corporation, Inc., four parcels of land to BAME Community Development Corporation, Inc., five parcels of land to Universal Truth Community Development Corporation, Inc., and four parcels of land to Community Reinvestment Agency, Inc., for infill housing development at a price of ten (\$10.00) to each organization; waive any liens on the conveyed properties pursuant to Chapter 17, Article VII of the County Code; execute such contracts and agreements as are required by this governmental body following their approval by the county attorney; authorizes the County Manager to take all actions necessary to accomplish the conveyances of said property; and authorizes the Mayor to execute said County Deeds, in substantially the form attached hereto as Exhibit "B".

The foregoing resolution was offered by Commissioner ,  
who moved its adoption. The motion was seconded by Commissioner  
and upon being put to a vote, the vote was as follows:

Barbara Carey-Shuler, Chairperson  
Katy Sorenson, Vice-Chairperson

Bruno A. Barreiro  
Betty T. Ferguson  
Joe A. Martinez  
Dennis C. Moss  
Natacha Seijas  
Senator Javier D. Souto

Jose "Pepe" Diaz  
Sally A. Heyman  
Jimmy L. Morales  
Dorrian D. Rolle  
Rebeca Sosa

The Chairperson thereupon declared the resolution duly passed and adopted this 13th day of April, 2004. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA  
BY ITS BOARD OF COUNTY  
COMMISSIONERS

HARVEY RUVIN, CLERK

Approved by County Attorney as  
to form and legal sufficiency.



Thomas Goldstein

By: \_\_\_\_\_  
Deputy Clerk

## Exhibit "B"

Instrument prepared by and return to:  
Jeff Cutt  
Miami-Dade County GSA  
111 N.W. 1 Street, Suite 2460  
Miami, Florida 33128-1907  
Folio No. 30-3115-005-3740, 30-3115-005-5730,  
30-3115-005-5940, 30-3115-005-6750

## COUNTY DEED

THIS DEED, made this \_\_\_\_ day of \_\_\_\_\_, 2004 A.D. by MIAMI-DADE COUNTY, FLORIDA, a Political Subdivision of the State of Florida, party of the first part, whose address is: Stephen P. Clark Center, 111 N.W. 1<sup>st</sup> Street Suite 17-202, Miami, Florida 33128-1963, and Miami Beach Community Foundation, Inc., party of the second part, whose address is 3907 Adra Avenue, Miami, FL 33010:

### ***WITNESSETH:***

That the said party of the first part, for and in consideration of the sum of Ten Dollars and No/100 (\$10.00) to it in hand paid by the party of the second part, receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said party of the second part, his/her heirs and assigns forever, the following described land lying and being in Dade County, Florida (the "Property"):

### **As legally described in Exhibit "A" attached hereto and made a part hereof**

This conveyance is made subject to the following restrictions:

1. Each parcel shall be developed with an affordable single family home that meets the guidelines of the Infill Housing Initiative. The following maximum sale prices are to be used as a guide only and both are subject to change in accordance with applicable funding source guidelines. Currently, the maximum sales price for projects using Surtax funding is \$145,000. The maximum sales price for projects using SHIP funding is \$119,400 (not to exceed \$89.00 per square foot).
2. Build the home(s) to meet or exceed the Minimum Housing Quality Standards for Surtax and Ship funding (See Appendix 4).
3. The property shall be reasonably developed or rehabilitated with affordable housing within one year of conveyance.
4. The Party of the Second Part shall pay all closing costs to purchase the lots and to convey the completed home.
5. That the home shall remain as affordable housing for at least ten (10) years.
6. The property cannot be transferred prior to obtaining the Certificate of Occupancy of the home without the prior written permission of the Miami-Dade Housing Agency.

The Party of the Second Part (or Successor in Interest), shall pay real estate taxes and assessments on the property or any part thereof when due. Party of the Second Part shall not suffer any levy or attachment to be made, or any material or mechanic's lien, or any unauthorized encumbrance or lien to attach, except:

- a) Any mortgage(s) in favor of any institutional lender for the purpose of financing any hard costs or soft costs relating to the construction of the single family home in an amount(s) not to exceed the value of the Improvements as determined by an appraiser; and
- b) Any mortgage(s) in favor of any institutional lender refinancing any mortgage of the character described in clause a) hereof; in an amount(s) not to exceed the value of the Improvements as determined by an appraiser.
- c) The recordation, together with any mortgage purporting to meet the requirements of clauses (a) or (b) above, of a statement of value by a Member of the American Institute of Real Estate Appraisers (MAI), (or member of any similar or successor organization), stating the value of the single family home is equal to or greater than the amount of such mortgages(s), shall constitute conclusive evidence that such mortgage meets such requirements, and that the right of any re-entry hereunder shall be subject to and limited by, and shall not defeat, render invalid, or limit in any way, the lien of such mortgage. For purposes of this paragraph an "institutional lender" shall mean any bank, savings and loan association, insurance company, foundation or other charitable entity, real estate or mortgage investment trust, pension funds, the Federal National Mortgage Association, agency of the United States Government or other governmental agency. In any event, the term "Institutional lender" shall be deemed to include Miami-Dade County and its respective successors and assigns.

Upon completion of the constructed housing the Party of the Second Part shall provide the County a copy of the Certificate of Occupancy for the constructed housing. Upon receiving the Certificate of Occupancy and proof of compliance with all the deed restrictions listed above, the County shall furnish the Party of the Second Part an appropriate instrument acknowledging satisfaction with all four deed restrictions listed above. Such satisfaction of deed restrictions shall be in a form recordable in the Office of the Clerk of the Circuit Court of Miami-Dade County, Florida.

The Party of the Second Part, its successors or assigns, covenants to maintain the housing constructed on the property as affordable housing for at least ten (10) years from the date of first occupancy, and any deed of conveyance of the completed housing shall contain a restriction stating that the property shall remain as affordable housing for the requisite number of remaining years left on this restriction.

In the event the Party of the Second Part, its successors or assigns, shall violate or otherwise fail to comply with any of the restrictions and covenants set forth herein, the Party of the Second Part, its successors or assigns, shall correct or cure the default/violation within (30) days of notification of the default by the County. If the Party of the Second Part, its successors or assigns, fails to remedy the default within thirty (30) days, the County shall have the right to re-enter and take possession of the property and to terminate and revert in the County the estate conveyed by this Deed to the Party of the Second Part, its successors or assigns, and by such reverter to the County, shall forfeit all monetary investments and improvements without any compensation or right to compensation whatsoever; provided, that any such right of re-entry shall always be subjected to and limited by, and shall not defeat, render invalid, or limit in any way the lien of any valid mortgage or Deed or Trust permitted by this Deed.

This grant conveys only the interest of the County and its Board of County Commissioners in the property herein described and shall not be deemed to warrant the title or to represent any state of facts concerning the same.

IN WITNESS WHEREOF the said party of the first part has caused these presents to be executed in its name by its Board of County Commissioners acting by the Mayor of said Board, the day and year aforesaid.

(OFFICIAL SEAL)

ATTEST:

HARVEY RUVIN, CLERK

MIAMI-DADE COUNTY, FLORIDA  
BY ITS BOARD OF  
COUNTY COMMISSIONERS

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Mayor

Approved for legal sufficiency \_\_\_\_\_

The foregoing was authorized and approved by Resolution No. \_\_\_\_\_ of the Board of County Commissioners of Miami-Dade County, Florida, on the \_\_\_\_\_ day of \_\_\_\_\_, 2004.

**MIAMI BEACH COMMUNITY FOUNDATION, INC.  
EXHIBIT "A"**

Folio # 30-3115-005-3740  
LIBERTY CITY      PB 7-79  
LOT 5              BLK 14  
LOT SIZE 40.000 X 90

Folio # 30-3115-005-5730  
LIBERTY CITY      PB 7-79  
LOT 25            BLK 20  
LOT SIZE 40.000 X 90

Folio # 30-3115-005-5940  
LIBERTY CITY      PB 7-79  
LOT 11            BLK 21  
LOT SIZE 40.000 X 90

Folio # 30-3115-005-6750  
LIBERTY CITY      PB 7-79  
LOTS 34 & 35      BLK 23  
LOT SIZE 92.400 X 91

## Exhibit "B"

Instrument prepared by and return to:  
Jeff Cutt  
Miami-Dade County GSA  
111 N.W. 1 Street, Suite 2460  
Miami, Florida 33128-1907  
Folio No. 30-6018-003-1190

## COUNTY DEED

THIS DEED, made this \_\_\_\_ day of \_\_\_\_\_, 2004 A.D. by MIAMI-DADE COUNTY, FLORIDA, a Political Subdivision of the State of Florida, party of the first part, whose address is: Stephen P. Clark Center, 111 N.W. 1<sup>st</sup> Street Suite 17-202, Miami, Florida 33128-1963, and Goulds Community Development Corporation, Inc., party of the second part, whose address is 11293 SW 216 Street, Miami, FL 33170:

### ***WITNESSETH:***

That the said party of the first part, for and in consideration of the sum of Ten Dollars and No/100 (\$10.00) to it in hand paid by the party of the second part, receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said party of the second part, his/her heirs and assigns forever, the following described land lying and being in Dade County, Florida (the "Property"):

### **As legally described in Exhibit "A" attached hereto and made a part hereof**

This conveyance is made subject to the following restrictions:

1. Each parcel shall be developed with an affordable single family home that meets the guidelines of the Infill Housing Initiative. The following maximum sale prices are to be used as a guide only and both are subject to change in accordance with applicable funding source guidelines. Currently, the maximum sales price for projects using Surtax funding is \$145,000. The maximum sales price for projects using SHIP funding is \$119,400 (not to exceed \$89.00 per square foot).
2. Build the home(s) to meet or exceed the Minimum Housing Quality Standards for Surtax and Ship funding (See Appendix 4).
3. The property shall be reasonably developed or rehabilitated with affordable housing within one year of conveyance.
4. The Party of the Second Part shall pay all closing costs to purchase the lots and to convey the completed home.
5. That the home shall remain as affordable housing for at least ten (10) years.
6. The property cannot be transferred prior to obtaining the Certificate of Occupancy of the home without the prior written permission of the Miami-Dade Housing Agency.



The Party of the Second Part (or Successor in Interest), shall pay real estate taxes and assessments on the property or any part thereof when due. Party of the Second Part shall not suffer any levy or attachment to be made, or any material or mechanic's lien, or any unauthorized encumbrance or lien to attach, except:

- a) Any mortgage(s) in favor of any institutional lender for the purpose of financing any hard costs or soft costs relating to the construction of the single family home in an amount(s) not to exceed the value of the Improvements as determined by an appraiser; and
- b) Any mortgage(s) in favor of any institutional lender refinancing any mortgage of the character described in clause a) hereof; in an amount(s) not to exceed the value of the Improvements as determined by an appraiser.
- c) The recordation, together with any mortgage purporting to meet the requirements of clauses (a) or (b) above, of a statement of value by a Member of the American Institute of Real Estate Appraisers (MAI), (or member of any similar or successor organization), stating the value of the single family home is equal to or greater than the amount of such mortgage(s), shall constitute conclusive evidence that such mortgage meets such requirements, and that the right of any re-entry hereunder shall be subject to and limited by, and shall not defeat, render invalid, or limit in any way, the lien of such mortgage. For purposes of this paragraph an "institutional lender" shall mean any bank, savings and loan association, insurance company, foundation or other charitable entity, real estate or mortgage investment trust, pension funds, the Federal National Mortgage Association, agency of the United States Government or other governmental agency. In any event, the term "Institutional lender" shall be deemed to include Miami-Dade County and its respective successors and assigns.

Upon completion of the constructed housing the Party of the Second Part shall provide the County a copy of the Certificate of Occupancy for the constructed housing. Upon receiving the Certificate of Occupancy and proof of compliance with all the deed restrictions listed above, the County shall furnish the Party of the Second Part an appropriate instrument acknowledging satisfaction with all four deed restrictions listed above. Such satisfaction of deed restrictions shall be in a form recordable in the Office of the Clerk of the Circuit Court of Miami-Dade County, Florida.

The Party of the Second Part, its successors or assigns, covenants to maintain the housing constructed on the property as affordable housing for at least ten (10) years from the date of first occupancy, and any deed of conveyance of the completed housing shall contain a restriction stating that the property shall remain as affordable housing for the requisite number of remaining years left on this restriction.

In the event the Party of the Second Part, its successors or assigns, shall violate or otherwise fail to comply with any of the restrictions and covenants set forth herein, the Party of the Second Part, its successors or assigns, shall correct or cure the default/violation within (30) days of notification of the default by the County. If the Party of the Second Part, its successors or assigns, fails to remedy the default within thirty (30) days, the County shall have the right to re-enter and take possession of the property and to terminate and re-vest in the County the estate conveyed by this Deed to the Party of the Second Part, its successors or assigns, and by such reverter to the County, shall forfeit all monetary investments and improvements without any compensation or right to compensation whatsoever; provided, that any such right of re-entry shall always be subjected to and limited by, and shall not defeat, render invalid, or limit in any way the lien of any valid mortgage or Deed or Trust permitted by this Deed.

This grant conveys only the interest of the County and its Board of County Commissioners in the property herein described and shall not be deemed to warrant the title or to represent any state of facts concerning the same.

IN WITNESS WHEREOF the said party of the first part has caused these presents to be executed in its name by its Board of County Commissioners acting by the Mayor of said Board, the day and year aforesaid.

(OFFICIAL SEAL)

ATTEST:

HARVEY RUVIN, CLERK

MIAMI-DADE COUNTY, FLORIDA  
BY ITS BOARD OF  
COUNTY COMMISSIONERS

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Mayor

Approved for legal sufficiency \_\_\_\_\_

The foregoing was authorized and approved by Resolution No. \_\_\_\_\_ of the Board of County Commissioners of Miami-Dade County, Florida, on the \_\_\_\_\_ day of \_\_\_\_\_, 2004.

**GOULDS COMMUNITY DEVELOPMENT CORPORATION, INC.**  
**EXHIBIT "A"**

Folio # 30-6018-003-1190

18 56 40 .21 AC

LINCOLN CITY SEC A PB 46-88

LOT 15 BLK 6

LOT SIZE 75.000 X 125

## Exhibit "B"

Instrument prepared by and return to:  
Jeff Cutt  
Miami-Dade County GSA  
111 N.W. 1 Street, Suite 2460  
Miami, Florida 33128-1907  
Folio No. 30-5032-004-0980

### COUNTY DEED

THIS DEED, made this \_\_\_\_ day of \_\_\_\_\_, 2004 A.D. by MIAMI-DADE COUNTY, FLORIDA, a Political Subdivision of the State of Florida, party of the first part, whose address is: Stephen P. Clark Center, 111 N.W. 1<sup>st</sup> Street Suite 17-202, Miami, Florida 33128-1963, and West Perrine Community Development Corporation, Inc., party of the second part, whose address is 17755 Homestead Avenue, Miami, FL 33157:

#### ***WITNESSETH:***

That the said party of the first part, for and in consideration of the sum of Ten Dollars and No/100 (\$10.00) to it in hand paid by the party of the second part, receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said party of the second part, his/her heirs and assigns forever, the following described land lying and being in Dade County, Florida (the "Property"):

**As legally described in Exhibit "A" attached hereto and made a part hereof**

This conveyance is made subject to the following restrictions:

1. Each parcel shall be developed with an affordable single family home that meets the guidelines of the Infill Housing Initiative. The following maximum sale prices are to be used as a guide only and both are subject to change in accordance with applicable funding source guidelines. Currently, the maximum sales price for projects using Surtax funding is \$145,000. The maximum sales price for projects using SHIP funding is \$119,400 (not to exceed \$89.00 per square foot).
2. Build the home(s) to meet or exceed the Minimum Housing Quality Standards for Surtax and Ship funding (See Appendix 4).
3. The property shall be reasonably developed or rehabilitated with affordable housing within one year of conveyance.
4. The Party of the Second Part shall pay all closing costs to purchase the lots and to convey the completed home.
5. That the home shall remain as affordable housing for at least ten (10) years.
6. The property cannot be transferred prior to obtaining the Certificate of Occupancy of the home without the prior written permission of the Miami-Dade Housing Agency.

The Party of the Second Part (or Successor in Interest), shall pay real estate taxes and assessments on the property or any part thereof when due. Party of the Second Part shall not suffer any levy or attachment to be made, or any material or mechanic's lien, or any unauthorized encumbrance or lien to attach, except:

- a) Any mortgage(s) in favor of any institutional lender for the purpose of financing any hard costs or soft costs relating to the construction of the single family home in an amount(s) not to exceed the value of the Improvements as determined by an appraiser; and
- b) Any mortgage(s) in favor of any institutional lender refinancing any mortgage of the character described in clause a) hereof; in an amount(s) not to exceed the value of the Improvements as determined by an appraiser.
- c) The recordation, together with any mortgage purporting to meet the requirements of clauses (a) or (b) above, of a statement of value by a Member of the American Institute of Real Estate Appraisers (MAI), (or member of any similar or successor organization), stating the value of the single family home is equal to or greater than the amount of such mortgage(s), shall constitute conclusive evidence that such mortgage meets such requirements, and that the right of any re-entry hereunder shall be subject to and limited by, and shall not defeat, render invalid, or limit in any way, the lien of such mortgage. For purposes of this paragraph an "institutional lender" shall mean any bank, savings and loan association, insurance company, foundation or other charitable entity, real estate or mortgage investment trust, pension funds, the Federal National Mortgage Association, agency of the United States Government or other governmental agency. In any event, the term "Institutional lender" shall be deemed to include Miami-Dade County and its respective successors and assigns.

Upon completion of the constructed housing the Party of the Second Part shall provide the County a copy of the Certificate of Occupancy for the constructed housing. Upon receiving the Certificate of Occupancy and proof of compliance with all the deed restrictions listed above, the County shall furnish the Party of the Second Part an appropriate instrument acknowledging satisfaction with all four deed restrictions listed above. Such satisfaction of deed restrictions shall be in a form recordable in the Office of the Clerk of the Circuit Court of Miami-Dade County, Florida.

The Party of the Second Part, its successors or assigns, covenants to maintain the housing constructed on the property as affordable housing for at least ten (10) years from the date of first occupancy, and any deed of conveyance of the completed housing shall contain a restriction stating that the property shall remain as affordable housing for the requisite number of remaining years left on this restriction.

In the event the Party of the Second Part, its successors or assigns, shall violate or otherwise fail to comply with any of the restrictions and covenants set forth herein, the Party of the Second Part, its successors or assigns, shall correct or cure the default/violation within (30) days of notification of the default by the County. If the Party of the Second Part, its successors or assigns, fails to remedy the default within thirty (30) days, the County shall have the right to re-enter and take possession of the property and to terminate and re-vest in the County the estate conveyed by this Deed to the Party of the Second Part, its successors or assigns, and by such reverter to the County, shall forfeit all monetary investments and improvements without any compensation or right to compensation whatsoever; provided, that any such right of re-entry shall always be subjected to and limited by, and shall not defeat, render invalid, or limit in any way the lien of any valid mortgage or Deed or Trust permitted by this Deed.

This grant conveys only the interest of the County and its Board of County Commissioners in the property herein described and shall not be deemed to warrant the title or to represent any state of facts concerning the same.

IN WITNESS WHEREOF the said party of the first part has caused these presents to be executed in its name by its Board of County Commissioners acting by the Mayor of said Board, the day and year aforesaid.

(OFFICIAL SEAL)

ATTEST:

HARVEY RUVIN, CLERK

MIAMI-DADE COUNTY, FLORIDA  
BY ITS BOARD OF  
COUNTY COMMISSIONERS

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Mayor

Approved for legal sufficiency \_\_\_\_\_

The foregoing was authorized and approved by Resolution No. \_\_\_\_\_ of the Board of County Commissioners of Miami-Dade County, Florida, on the \_\_\_\_\_ day of \_\_\_\_\_, 2004.

**WEST PERRINE COMMUNITY DEVELOPMENT CORPORATION, INC.**  
**EXHIBIT "A"**

Folio # 30-5032-004-0980  
PERRINE SUB PB B-79  
LOT 8 LESS N50FT FOR ROAD BLK 12  
LOT SIZE 95.000 X 100

# Exhibit "B"

Instrument prepared by and return to:  
Jeff Cutt  
Miami-Dade County GSA  
111 N.W. 1 Street, Suite 2460  
Miami, Florida 33128-1907  
Folio No. 30-3121-033-0750, 30-3121-033-0770,  
30-3122-010-0182, 30-3122-014-2232

## COUNTY DEED

THIS DEED, made this \_\_\_\_ day of \_\_\_\_\_, 2004 A.D. by MIAMI-DADE COUNTY, FLORIDA, a Political Subdivision of the State of Florida, party of the first part, whose address is: Stephen P. Clark Center, 111 N.W. 1<sup>st</sup> Street Suite 17-202, Miami, Florida 33128-1963, and BAME Development Corporation of South Florida, Inc., party of the second part, whose address is 245 NW 8<sup>th</sup> Street, Miami, FL 33136:

### ***WITNESSETH:***

That the said party of the first part, for and in consideration of the sum of Ten Dollars and No/100 (\$10.00) to it in hand paid by the party of the second part, receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said party of the second part, his/her heirs and assigns forever, the following described land lying and being in Dade County, Florida (the "Property"):

### **As legally described in Exhibit "A" attached hereto and made a part hereof**

This conveyance is made subject to the following restrictions:

1. Each parcel shall be developed with an affordable single family home that meets the guidelines of the Infill Housing Initiative. The following maximum sale prices are to be used as a guide only and both are subject to change in accordance with applicable funding source guidelines. Currently, the maximum sales price for projects using Surtax funding is \$145,000. The maximum sales price for projects using SHIP funding is \$119,400 (not to exceed \$89.00 per square foot).
2. Build the home(s) to meet or exceed the Minimum Housing Quality Standards for Surtax and Ship funding (See Appendix 4).
3. The property shall be reasonably developed or rehabilitated with affordable housing within one year of conveyance.
4. The Party of the Second Part shall pay all closing costs to purchase the lots and to convey the completed home.
5. That the home shall remain as affordable housing for at least ten (10) years.
6. The property cannot be transferred prior to obtaining the Certificate of Occupancy of the home without the prior written permission of the Miami-Dade Housing Agency.



The Party of the Second Part (or Successor in Interest), shall pay real estate taxes and assessments on the property or any part thereof when due. Party of the Second Part shall not suffer any levy or attachment to be made, or any material or mechanic's lien, or any unauthorized encumbrance or lien to attach, except:

- a) Any mortgage(s) in favor of any institutional lender for the purpose of financing any hard costs or soft costs relating to the construction of the single family home in an amount(s) not to exceed the value of the Improvements as determined by an appraiser; and
- b) Any mortgage(s) in favor of any institutional lender refinancing any mortgage of the character described in clause a) hereof; in an amount(s) not to exceed the value of the Improvements as determined by an appraiser.
- c) The recordation, together with any mortgage purporting to meet the requirements of clauses (a) or (b) above, of a statement of value by a Member of the American Institute of Real Estate Appraisers (MAI), (or member of any similar or successor organization), stating the value of the single family home is equal to or greater than the amount of such mortgages(s), shall constitute conclusive evidence that such mortgage meets such requirements, and that the right of any re-entry hereunder shall be subject to and limited by, and shall not defeat, render invalid, or limit in any way, the lien of such mortgage. For purposes of this paragraph an "institutional lender" shall mean any bank, savings and loan association, insurance company, foundation or other charitable entity, real estate or mortgage investment trust, pension funds, the Federal National Mortgage Association, agency of the United States Government or other governmental agency. In any event, the term "Institutional lender" shall be deemed to include Miami-Dade County and its respective successors and assigns.

Upon completion of the constructed housing the Party of the Second Part shall provide the County a copy of the Certificate of Occupancy for the constructed housing. Upon receiving the Certificate of Occupancy and proof of compliance with all the deed restrictions listed above, the County shall furnish the Party of the Second Part an appropriate instrument acknowledging satisfaction with all four deed restrictions listed above. Such satisfaction of deed restrictions shall be in a form recordable in the Office of the Clerk of the Circuit Court of Miami-Dade County, Florida.

The Party of the Second Part, its successors or assigns, covenants to maintain the housing constructed on the property as affordable housing for at least ten (10) years from the date of first occupancy, and any deed of conveyance of the completed housing shall contain a restriction stating that the property shall remain as affordable housing for the requisite number of remaining years left on this restriction.

**BAME DEVELOPMENT CORPORATION, INC.  
EXHIBIT "A"**

Folio # 30-3121-033-0750

21      53      41

LAURAVILLE GARDENS   PB 22-28

LOT 12                BLK 5

LOT SIZE   40.000 X 110

Folio # 30-3121-033-0770

LAURAVILLE GARDENS   PB 22-28

LOT 14                BLK 5

LOT SIZE   40.000 X 110

Folio # 30-3122-010-0182

GREEN CLOSE                PB 12-10

LOT 10                BLK 3

PR ADD 2140 NW 43 ST

LOT SIZE   50.000 X 111

Folio # 30-3122-014-2232

22      53      41

17<sup>TH</sup> AVE MANOR                PB 18-43

LOT 22                BLK 11

LOT SIZE   44.000 X 109

**Exhibit "C"**

**BOARD OF COUNTY COMMISSIONERS  
SPECIAL RELEASE OF LIEN RELATIVE  
TO INFILL HOUSING INITIATIVE**

In accordance with Section 17-126, Miami-Dade County Code, any liens placed on a property by the County or any of its agencies may be released by the Board of County Commissioners if the property has been approved for the Infill Housing Initiative.

Resolution No. \_\_\_\_\_ passed by the Board of County Commissioners on the \_\_\_\_\_ day of \_\_\_\_\_, 2004 approved for Infill Housing the sale and waiver of County liens identified in Exhibit B attached hereto for property legally described as follows:

Tax Folio No. **30-3121-033-0770**, A/K/A 21-53-41 LAURAVILLE GARDENS PB 22-28, LOT 14 BLOCK 5, LOT SIZE 40.000 X 110

Witness: The official seal of Miami- Dade County and the hand of the Deputy Clerk thereof, C/O Team Metro, Miami, Florida. As of \_\_\_\_\_, 2004

\_\_\_\_\_  
**CLAUDIA P. FLORES,**  
Deputy Clerk

Approved for legal sufficiency:

\_\_\_\_\_

**As Referenced in Exhibit "D"**  
**FOLIO NO. 30-3121-033-0770**

Claim of lien for Code Enforcement recorded 07/9/2003 Case Number  
UCVN-00-766920 in OR Book 21433, Page 2624.

## Exhibit "B"

Instrument prepared by and return to:

Jeff Cutt

Miami-Dade County GSA

111 N.W. 1 Street, Suite 2460

Miami, Florida 33128-1907

Folio No. 30-3121-027-0120, 30-3121-028-0610, 30-3121-028-0890,

30-3121-033-0210, 30-3121-033-0230

### COUNTY DEED

THIS DEED, made this \_\_\_\_ day of \_\_\_\_\_, 2004 A.D. by MIAMI-DADE COUNTY, FLORIDA, a Political Subdivision of the State of Florida, party of the first part, whose address is: Stephen P. Clark Center, 111 N.W. 1<sup>st</sup> Street Suite 17-202, Miami, Florida 33128-1963, and Universal Truth Community Development Corporation, Inc., party of the second part, whose address is 21310 NW 37<sup>th</sup> Avenue, Miami, FL 33056:

#### ***WITNESSETH:***

That the said party of the first part, for and in consideration of the sum of Ten Dollars and No/100 (\$10.00) to it in hand paid by the party of the second part, receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said party of the second part, his/her heirs and assigns forever, the following described land lying and being in Dade County, Florida (the "Property"):

#### **As legally described in Exhibit "A" attached hereto and made a part hereof**

This conveyance is made subject to the following restrictions:

1. Each parcel shall be developed with an affordable single family home that meets the guidelines of the Infill Housing Initiative. The following maximum sale prices are to be used as a guide only and both are subject to change in accordance with applicable funding source guidelines. Currently, the maximum sales price for projects using Surtax funding is \$145,000. The maximum sales price for projects using SHIP funding is \$119,400 (not to exceed \$89.00 per square foot).
2. Build the home(s) to meet or exceed the Minimum Housing Quality Standards for Surtax and Ship funding (See Appendix 4).
3. The property shall be reasonably developed or rehabilitated with affordable housing within one year of conveyance.
4. The Party of the Second Part shall pay all closing costs to purchase the lots and to convey the completed home.
5. That the home shall remain as affordable housing for at least ten (10) years.
6. The property cannot be transferred prior to obtaining the Certificate of Occupancy of the home without the prior written permission of the Miami-Dade Housing Agency.

The Party of the Second Part (or Successor in Interest), shall pay real estate taxes and assessments on the property or any part thereof when due. Party of the Second Part shall not suffer any levy or attachment to be made, or any material or mechanic's lien, or any unauthorized encumbrance or lien to attach, except:

- a) Any mortgage(s) in favor of any institutional lender for the purpose of financing any hard costs or soft costs relating to the construction of the single family home in an amount(s) not to exceed the value of the Improvements as determined by an appraiser; and
- b) Any mortgage(s) in favor of any institutional lender refinancing any mortgage of the character described in clause a) hereof; in an amount(s) not to exceed the value of the Improvements as determined by an appraiser.
- c) The recordation, together with any mortgage purporting to meet the requirements of clauses (a) or (b) above, of a statement of value by a Member of the American Institute of Real Estate Appraisers (MAI), (or member of any similar or successor organization), stating the value of the single family home is equal to or greater than the amount of such mortgages(s), shall constitute conclusive evidence that such mortgage meets such requirements, and that the right of any re-entry hereunder shall be subject to and limited by, and shall not defeat, render invalid, or limit in any way, the lien of such mortgage. For purposes of this paragraph an "institutional lender" shall mean any bank, savings and loan association, insurance company, foundation or other charitable entity, real estate or mortgage investment trust, pension funds, the Federal National Mortgage Association, agency of the United States Government or other governmental agency. In any event, the term "Institutional lender" shall be deemed to include Miami-Dade County and its respective successors and assigns.

Upon completion of the constructed housing the Party of the Second Part shall provide the County a copy of the Certificate of Occupancy for the constructed housing. Upon receiving the Certificate of Occupancy and proof of compliance with all the deed restrictions listed above, the County shall furnish the Party of the Second Part an appropriate instrument acknowledging satisfaction with all four deed restrictions listed above. Such satisfaction of deed restrictions shall be in a form recordable in the Office of the Clerk of the Circuit Court of Miami-Dade County, Florida.

The Party of the Second Part, its successors or assigns, covenants to maintain the housing constructed on the property as affordable housing for at least ten (10) years from the date of first occupancy, and any deed of conveyance of the completed housing shall contain a restriction stating that the property shall remain as affordable housing for the requisite number of remaining years left on this restriction.

3

In the event the Party of the Second Part, its successors or assigns, shall violate or otherwise fail to comply with any of the restrictions and covenants set forth herein, the Party of the Second Part, its successors or assigns, shall correct or cure the default/violation within (30) days of notification of the default by the County. If the Party of the Second Part, its successors or assigns, fails to remedy the default within thirty (30) days, the County shall have the right to re-enter and take possession of the property and to terminate and re-vest in the County the estate conveyed by this Deed to the Party of the Second Part, its successors or assigns, and by such reverter to the County, shall forfeit all monetary investments and improvements without any compensation or right to compensation whatsoever; provided, that any such right of re-entry shall always be subjected to and limited by, and shall not defeat, render invalid, or limit in any way the lien of any valid mortgage or Deed or Trust permitted by this Deed.

This grant conveys only the interest of the County and its Board of County Commissioners in the property herein described and shall not be deemed to warrant the title or to represent any state of facts concerning the same.

IN WITNESS WHEREOF the said party of the first part has caused these presents to be executed in its name by its Board of County Commissioners acting by the Mayor of said Board, the day and year aforesaid.

(OFFICIAL SEAL)

ATTEST:

HARVEY RUVIN, CLERK

MIAMI-DADE COUNTY, FLORIDA  
BY ITS BOARD OF  
COUNTY COMMISSIONERS

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Mayor

Approved for legal sufficiency \_\_\_\_\_

The foregoing was authorized and approved by Resolution No. \_\_\_\_\_ of the Board of County Commissioners of Miami-Dade County, Florida, on the \_\_\_\_\_ day of \_\_\_\_\_, 2004.

**UNIVERSAL TRUTH COMMUNITY DEVELOPMENT CORPORATION, INC.**  
**EXHIBIT "A"**

Folio # 30-3121-027-0120

21     53     41

MEAD MANOR     PB 11-39

LOT-16 & E1/2 OF LOT 17

LOT SIZE   60.000 X 132

Folio # 30-3121-028-0610

21     53     41

ROOSEVELT PARK ADD NO 1     PB 9-165

LOT 31 & E1/2 LOT 30     BLK 8

LOT SIZE   45.000 X 87

Folio # 30-3121-028-0890

ROOSEVELT PARK ADD NO 1     PB 9-165

LOTS 26 & 27     BLK 9

LOT SIZE   5220 SQ FT

Folio # 30-3121-033-0210

LAURAVILLE GARDENS     PB 22-28

LOT 37 LESS W10FT FOR R/W     BLK 1

Folio # 30-3121-033-0230

LOT 1     BLK 2

LOT SIZE   40.000 X 100



## Exhibit "B"

Instrument prepared by and return to:  
Jeff Cutt  
Miami-Dade County GSA  
111 N.W. 1 Street, Suite 2460  
Miami, Florida 33128-1907  
Folio No. 30-6912-004-0460, 30-6912-004-0490,  
30-6912-004-0500, 30-6912-004-1070

### COUNTY DEED

THIS DEED, made this \_\_\_\_ day of \_\_\_\_\_, 2004 A.D. by MIAMI-DADE COUNTY, FLORIDA, a Political Subdivision of the State of Florida, party of the first part, whose address is: Stephen P. Clark Center, 111 N.W. 1<sup>st</sup> Street Suite 17-202, Miami, Florida 33128-1963, and Community Reinvestment Agency, Inc., party of the second part, whose address is 250 Bird Road, Suite 200, Coral Gables, FL 33146:

#### ***WITNESSETH:***

That the said party of the first part, for and in consideration of the sum of Ten Dollars and No/100 (\$10.00) to it in hand paid by the party of the second part, receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said party of the second part, his/her heirs and assigns forever, the following described land lying and being in Dade County, Florida (the "Property"):

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2. Build the home(s) to meet or exceed the Minimum Housing Quality Standards for Surtax and Ship funding (See Appendix 4).
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5. That the home shall remain as affordable housing for at least ten (10) years.
6. The property cannot be transferred prior to obtaining the Certificate of Occupancy of the home without the prior written permission of the Miami-Dade Housing Agency.

The Party of the Second Part (or Successor in Interest), shall pay real estate taxes and assessments on the property or any part thereof when due. Party of the Second Part shall not suffer any levy or attachment to be made, or any material or mechanic's lien, or any unauthorized encumbrance or lien to attach, except:

- a) Any mortgage(s) in favor of any institutional lender for the purpose of financing any hard costs or soft costs relating to the construction of the single family home in an amount(s) not to exceed the value of the Improvements as determined by an appraiser; and
- b) Any mortgage(s) in favor of any institutional lender refinancing any mortgage of the character described in clause a) hereof; in an amount(s) not to exceed the value of the Improvements as determined by an appraiser.
- c) The recordation, together with any mortgage purporting to meet the requirements of clauses (a) or (b) above, of a statement of value by a Member of the American Institute of Real Estate Appraisers (MAI), (or member of any similar or successor organization), stating the value of the single family home is equal to or greater than the amount of such mortgages(s), shall constitute conclusive evidence that such mortgage meets such requirements, and that the right of any re-entry hereunder shall be subject to and limited by, and shall not defeat, render invalid, or limit in any way, the lien of such mortgage. For purposes of this paragraph an "institutional lender" shall mean any bank, savings and loan association, insurance company, foundation or other charitable entity, real estate or mortgage investment trust, pension funds, the Federal National Mortgage Association, agency of the United States Government or other governmental agency. In any event, the term "Institutional lender" shall be deemed to include Miami-Dade County and its respective successors and assigns.

Upon completion of the constructed housing the Party of the Second Part shall provide the County a copy of the Certificate of Occupancy for the constructed housing. Upon receiving the Certificate of Occupancy and proof of compliance with all the deed restrictions listed above, the County shall furnish the Party of the Second Part an appropriate instrument acknowledging satisfaction with all four deed restrictions listed above. Such satisfaction of deed restrictions shall be in a form recordable in the Office of the Clerk of the Circuit Court of Miami-Dade County, Florida.

The Party of the Second Part, its successors or assigns, covenants to maintain the housing constructed on the property as affordable housing for at least ten (10) years from the date of first occupancy, and any deed of conveyance of the completed housing shall contain a restriction stating that the property shall remain as affordable housing for the requisite number of remaining years left on this restriction.

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This grant conveys only the interest of the County and its Board of County Commissioners in the property herein described and shall not be deemed to warrant the title or to represent any state of facts concerning the same.

IN WITNESS WHEREOF the said party of the first part has caused these presents to be executed in its name by its Board of County Commissioners acting by the Mayor of said Board, the day and year aforesaid.

(OFFICIAL SEAL)

ATTEST:

HARVEY RUVIN, CLERK

MIAMI-DADE COUNTY, FLORIDA  
BY ITS BOARD OF  
COUNTY COMMISSIONERS

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Mayor

Approved for legal sufficiency \_\_\_\_\_

The foregoing was authorized and approved by Resolution No. \_\_\_\_\_ of the Board of County Commissioners of Miami-Dade County, Florida, on the \_\_\_\_\_ day of \_\_\_\_\_, 2004.

**COMMUNITY REINVESTMENT AGENCY, INC.**  
**EXHIBIT "A"**

Folio # 30-6912-004-0460  
SYMMES-SHARMAN TRACT      PB 9-170  
LOT 1              BLK 3  
LOT SIZE   47.900 X 130

Folio # 30-6912-004-0490  
SYMMES-SHARMAN TRACT      PB 9-170  
LOT 4              BLK 3  
LOT SIZE   47.900 X 130

Folio # 30-6912-004-0500  
SYMMES-SHARMAN TRACT      PB 9-170  
LOT 5              BLK 3  
LOT SIZE   47.900 X 130

Folio # 30-6912-004-1070  
SYMMES-SHARMAN TRACT      PB 9-170  
LOT 23             BLK 6  
LOT SIZE   50.000 X 147